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SUPREME COURT OF THE UNITED STATES.

No. ~~101.~~ 60.

THE UNITED STATES, PLAINTIFF IN ERROR,

VERSUS

WALTER JONES, ADMINISTRATOR DE BONIS NON OF BENJAMIN G. ORR.

IN ERROR TO THE CIRCUIT COURT U. S. FOR THE COUNTY OF WASHINGTON, D. C.

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1175

DISTRICT OF COLUMBIA, *sct.*

Style of court. At a circuit court of the District of Columbia, begun and held in and for the county of Washington, at the city of Washington, on the first Monday of December, being the fifth day of the same month, in the year of our Lord one thousand eight hundred and thirty-one, and of the independence of the United States of America, the 56th:

Present:

The honorable WILLIAM CRANCH, *Chief Judge.*
BUCKNER THRUSTON, and JAMES S. MORSELL, *Assistant Judges.*
HENRY ASHTON, Esquire, *Marshal.*
WILLIAM BRENT, *Clerk.*

In the record of proceedings of the same court, among others are the following, to wit:

Parties. THE UNITED STATES,
vs.
WALTER JONES, administrator de bonis non of BENJ. G. ORR.

Be it remembered, that heretofore, to wit, on the sixth day of April, in the year of our Lord one thousand eight hundred and twenty-one, the said United States, by Thomas Swann, esquire, their attorney, prosecuted and sued forth out of the circuit court here the United States' writ of capias ad respondendum, directed to the marshal of the District of Columbia, in the words and of the tenor following, to wit:

DISTRICT OF COLUMBIA, *to wit:*

Capias ad respondendum. The United States of America to the marshal of the District of Columbia, greeting:

We command you that you take Benjamin G. Orr, late of Washington county, if he shall be found within the county of Washington, in your said District, and him safely keep, so that you have his body before the circuit court of the District of Columbia, to be held for the county aforesaid, at the city of Washington, on the second Monday of April next, to answer unto the United States of America of a plea that he render unto the said United States forty thousand dollars lawful money of the said United States, which to them he owes, and from them unjustly detains, &c.

Hereof fail not at your peril, and have you then and there this writ.

Witness, Wm. Cranch, esquire, chief judge of our said court, at the city of Washington, the 25th day of January, Anno Domini one thousand eight hundred and twenty-one.

Issued the 6th day of April, 1821.

WM. BRENT, *Clk.*

SWANN.

And the said United States, by their attorney aforesaid, on the day of prosecuting and suing forth of the aforesaid writ, declared against the said Benjamin G. Orr, in the plea aforesaid, in form following, to wit:

WASHINGTON COUNTY, *to wit:*

Benjamin G. Orr, late of the county aforesaid, was summoned to

answer the United States of America of a plea that he render to the said United States forty thousand dollars, lawful money of the said United States, which to them he owes and from them unjustly detains; and wherefore, the said United States, by Thomas Swann, their attorney, complain—That, whereas, the said Benjamin, on the fifteenth day of January, in the year of our Lord one thousand eight hundred and seventeen, at the county aforesaid, by his certain writing obligatory, sealed with his seal, and to the court now here shown, the date whereof is on the same day and year aforesaid, did acknowledge himself to be held and firmly bound to the said United States in the said sum of forty thousand dollars, lawful money of the said United States, when the said Benjamin should be thereunto afterwards required.

Nar.

Nevertheless, the said Benjamin, although often required, the said sum to the said United States hath not paid, but the same to them to pay hath altogether refused, and still doth refuse, to the damage of the said United States of forty thousand dollars.

SWANN, *for the United States.*

J. Doe, } *pledges of prosecution.*
R. Roe, }

A copy of which said declaration was made and sent with the writ to the marshal of the District aforesaid, thereon endorsed, "to be served on the defendant with the writ."

At which said second Monday of April, in the year of our Lord one thousand eight hundred and twenty-one, being the day of the return of the aforegoing writ, come into the circuit court here the said United States by their attorney aforesaid; and the marshal of the District aforesaid, to wit, Tench Ringgold, esquire, to whom the said aforegoing writ was in form aforesaid directed, makes return thereof to the court here, thus endorsed, to wit: "Cepi, copy nar. left—T. Ringgold, marshal."

April term, 1821.

Return of writ.

Appearance of defendant.

And the said Benjamin G. Orr being called, appears in court here, by Walter Jones, esquire, his attorney; and, thereupon, on motion of the United States, by their attorney aforesaid, it is ruled by the court here that the said Benjamin G. Orr answer to the declaration aforesaid of the United States, in the plea aforesaid, or judgment by the court here will be entered against him in default thereof; and the said Benjamin G. Orr, by his attorney aforesaid, defends the force and injury, when and so forth, and prays leave of the court here to imparle until the first Monday of October next, and then to answer to the declaration aforesaid of the said United States in the plea aforesaid, and to him it is granted: the same day is given to the said United States also.

Rule, plea, and imparlance.

October term, 1821.

At which said first Monday of October, in the year of our Lord one thousand eight hundred and twenty-one, to which said day the said Benjamin G. Orr had leave to imparle, and then to answer to the declaration aforesaid of the said United States in the plea aforesaid, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Benjamin G. Orr, by his attorney aforesaid, and the said Benjamin G. Orr, by his attorney aforesaid, as before, defends the force and injury, when and so forth, and prays leave of the court here further to imparle until the second Monday of April next, and

Appearance of parties, and further imparlance.

then to answer to the declaration aforesaid of the said United States in the plea aforesaid, and to him it is granted: the same day is given to the said United States also.

April term, 1822.

At which said second Monday of April, in the year of our Lord one thousand eight hundred and twenty-two, to which said day the said Benjamin G. Orr had leave further to imparle, and then to answer to the declaration aforesaid of the said United States in the plea aforesaid, come again into the circuit court here the said United States, by their attorney aforesaid, and the said Benjamin G. Orr doth not come; and the said United States, by their attorney aforesaid, suggest to the court here that, after the last continuance of the plea aforesaid, and before this day, the said Benjamin G. Orr departed this life, and the same is not denied; whereupon, on motion of the said United States, by their attorney aforesaid, it is ordered by the court here that a summons be forthwith issued, returnable to the first Monday of October next, directed to a certain Elizabeth Orr, late of the county aforesaid, administratrix of all and singular the goods and chattels, rights and credits, which were of the said Benjamin G. Orr at the time of his death, commanding the said Elizabeth Orr to be and appear before the circuit court here on the said first Monday of October next, to defend the action aforesaid, according to the act of assembly in such case made and provided; and such summons accordingly issues, and the same day is given to the said United States, then and there, &c.

Appearance of plaintiffs, and defendant's death suggested.

Summons ordered for administratrix.

October term, 1822.

At which said first Monday of October, in the year of our Lord one thousand eight hundred and twenty-two, come again into the circuit court here, the said United States, by their attorney aforesaid, and the marshal of the district aforesaid makes return of the said summons to the court here, thus endorsed, to wit, "summoned, T. Ringgold, marshal;" and the said Elizabeth Orr, in pursuance of such summons, by Walter Jones, esquire, her attorney, comes also into court here, and defends the force and injury, when and so forth, and prays leave of the court here to imparle until the second Monday of April next, and then to answer to the declaration aforesaid of the said United States, in the plea aforesaid, and to her it is granted: the same day is given to the said United States, also.

Return of summons.

Appearance of Elizabeth Orr, administratrix.

April term, 1823.

At which said second Monday of April, in the year of our Lord one thousand eight hundred and twenty-three, to which said day the said Elizabeth Orr, administratrix as aforesaid, had leave to imparle, and then to answer to the declaration aforesaid of the said United States in the plea aforesaid, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here, is continued until the first Monday of October next.

Appearance of parties, and continuance.

October term, 1823.

At which said first Monday of October, in the year of our Lord one thousand eight hundred and twenty-three, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, admin-

Appearance of parties, and continuance.

istratrix as aforesaid, by her attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the second Monday of April next.

April term, 1824.

At which said second Monday of April, in the year of our Lord one thousand eight hundred and twenty-four, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon

Appearance of parties, and continuance.

further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the third Monday of December next.

December term, 1824.

At which said third Monday of December, in the year of our Lord one thousand eight hundred and twenty-four, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon

Appearance of parties, and continuance.

further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys, and by order of the court here thereon, is further continued until the first Monday of May next.

May term, 1825.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and twenty-five, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon

Appearance of parties, and continuance.

further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the third Monday of December next.

December term, 1825.

At which said third Monday of December, in the year of our Lord one thousand eight hundred and twenty-five, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon

Appearance of parties, and continuance.

further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of May next.

May term, 1826.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and twenty-six, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon

Appearance of parties, and continuance.

further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of December next.

December term, 1826.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and twenty-six, come

Appearance of parties, and continuance

again into the circuit court here, as well the said United States' by their attorney aforesaid, as the said Elizabeth Orr, administratrix as aforesaid, by her attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of May next.

May term, 1827.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and twenty seven, come again into the circuit court here, the said United States, by their attorney aforesaid; and the said Elizabeth Orr, administratrix as aforesaid, doth not come; and the said United States, by their attorney aforesaid, suggest, that, after the last continuance of the plea aforesaid, and before this time, the said Elizabeth Orr, administratrix as aforesaid, departed this life, and the same is not denied; whereupon, on motion of the United said States, by their attorney aforesaid, it is ordered by the court here that a summons be forthwith issued, returnable to the next term, directed to a certain Walter Jones, late of the county aforesaid, administrator de bonis non of the said Benjamin G. Orr, commanding the said Walter Jones to be and appear before the circuit court here on the first Monday of December next, to defend the action aforesaid: and such summons issues accordingly; and the same day is given to the said United States, then and there, &c.

Appearance of plaintiffs, and Elizabeth Orr's death suggested.

Summons ordered for administratrix de bonis non.

December term, 1827.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and twenty-seven, come again into the circuit court here, the said United States, by their attorney aforesaid, and the said Walter Jones, the administrator de bonis non, doth not come; whereupon, on motion of the said United States, by their attorney aforesaid, it is again ordered by the court here, that a summons be issued, returnable to the next term, directed to the said Walter Jones, administrator de bonis non as aforesaid, commanding the said Walter Jones to be and appear before the circuit court here, on the first Monday of May next, to defend the action aforesaid; and such summons issues accordingly; and the same day is given to the said United States, then and there, &c.

Appearance of plaintiffs, and summons again ordered for administrator de bonis non.

May term, 1828.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and twenty-eight, come again into the circuit court here, the said United States, by their attorney aforesaid, and the said Walter Jones, the administrator de bonis non, doth not come; whereupon, on motion of the said United States, by their attorney aforesaid, it is again ordered by the court here, that a summons be issued, returnable to the next term, directed to the said Walter Jones, administrator de bonis non as aforesaid, commanding the said Walter Jones to be and appear before the circuit court here, on the first Monday of December next, to defend the action aforesaid; and such summons issues accordingly; and the same day is given to the said United States, then and there, &c.

Appearance of plaintiffs, and summons again ordered for administrator de bonis non.

December term, 1828.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and twenty-eight, come

Appearance of plaintiffs, and summons again ordered for the administrator de bonis non.

again into the circuit court here, the said United States, by their attorney aforesaid, and the said Walter Jones, the administrator de bonis non, doth not come; whereupon, on motion of the said United States, by their attorney aforesaid, it is again ordered by the court here, that a summons be issued, returnable to the next term, directed to the said Walter Jones, administrator de bonis non as aforesaid, commanding the said Walter Jones to be and appear before the circuit court here, on the first Monday of May next, to defend the action aforesaid; and such summons accordingly issues; and the same day is given to the said United States, then and there, &c.

May term, 1829.

Appearance of plaintiffs, and summons again ordered for the administrator de bonis non.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and twenty-nine, come again into the circuit court here the said United States, by their attorney aforesaid, and the said Walter Jones, the administrator de bonis non, doth not come; whereupon, on motion of the said United States, by their attorney aforesaid, it is again ordered by the court here, that a summons be issued, returnable to the next term, directed to the said Walter Jones, administrator de bonis non as aforesaid, commanding the said Walter Jones to be and appear before the circuit court here, on the first Monday of December next, to defend the action aforesaid; and such summons accordingly issues; and the same day is given to the said United States, then and there, &c.

December term, 1829.

Appearance of plaintiffs and administrator de bonis non.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and twenty-nine, come again into the circuit court here, the said United States, by their attorney aforesaid; and now here also comes the said Walter Jones, administrator de bonis non as aforesaid of the said Benjamin G. Orr, by his attorney, in pursuance of the said summons.

Oyer of obligation prayed.

And the said defendant defends the wrong and injury, when, &c.; and prays oyer of the writing of obligation in the declaration mentioned; and it is read to him in these words, to wit:

Oyer of obligation.

"Know all men by these presents, that we, Benjamin G. Orr, of the District of Columbia, and Timothy Caldwell, of the city of Philadelphia, and Nicholas L. Queen, of the city of Washington, are held and firmly bound unto the United States of America, in the sum of forty thousand dollars lawful money of the said United States, to be paid to the said United States; for which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, for and in the whole, jointly and severally, firmly by these presents. Sealed with our seals, dated the fifteenth day of January, in the year of our Lord one thousand eight hundred and seventeen, and in the forty-first year of the independence of the said States."

Oyer of condition prayed.

And the said defendant prays oyer of the condition of the said writing obligatory; and it is read to him in these words, to wit:

Oyer of condition.

"The condition of this obligation is such, that, if the above bounden Benjamin G. Orr, his heirs, executors, or administrators, or any of them, shall and do in all things, well and truly observe, perform, fulfil, accomplish, and keep all and singularthe covenants, conditions, and agreements, whatsoever, which on the part and behalf of the said Benjamin G. Orr, his heirs, executors, or administrators, are or ought to be observed, performed, fulfilled, accomplished, and kept, comprised or mentioned in certain articles of agreement or contract, bearing date the fifteenth day of January, one thousand eight hundred and seventeen, made between George Graham, acting Secretary of War, and the said Benjamin G. Orr, concerning the supply of rations to the troops of the United States within the States of South Corolina and Georgia, according to the true intent, meaning, and purport, of the said articles of agreement or contract, then the above obligation to be void; otherwise, to remain in full force and virtue."

Oyer of articles of agreement prayed.

And the said defendant also prays oyer of the articles of agreement referred to in said condition, and the same is read to him in these words, to wit:

Articles of agreement.

"Articles of agreement, made on the 15th day of January, Anno Domini one thousand eight hundred and seventeen, between George Graham, acting Secretary for the Department of War of the United States of America, of the one part, and Benjamin G. Orr, of the District of Columbia, of the other part.

This agreement witnesseth, that the said George Graham, for and on behalf of the United States of America, and the said Benjamin G. Orr, his heirs, executors, and administrators, have mutually covenanted and agreed, and by these presents do mutually covenant and agree, to and with each other, as follows, viz.

First. That the said Benjamin G. Orr, his heirs, executors, or administrators, shall supply and issue all the rations, to consist of the articles hereinafter specified, that shall be required of him or them, for the use of the United States, at all and every place or places where troops are or may be stationed, marched, or recruited, within the limits of the States of South Carolina and Georgia, including that part of the Creeks' land lying within the territorial limits of the said State of Georgia, thirty days' notice being given of the post or place where rations may be wanted, or the number of troops to be furnished on their march, from the first day of June, one thousand eight hundred and seventeen, until the thirty first day of May, one thousand eight hundred and eighteen, inclusive, at the following prices, that is to say: For every complete ration issued within the State of South Carolina, the price thereof shall be twenty-two cents. And for every complete ration issued within the State of Georgia, including that part of the Creeks' land lying within the territorial limits of the said State of Georgia, the price thereof shall be twenty-seven cents five mills. Where the price of the ration is twenty-two cents, the prices of the component parts thereof shall be, for bread or flour, eight cents; meat, seven cents five mills; liquor, five cents five mills; small parts, one cent. Where the price of the ration is twenty-seven cents five mills, the prices of the component parts thereof shall be, for bread or flour, ten cents; meat, ten cents; liquor, six cents; small parts, one cent five mills. Where the price of the ration is twenty-

two cents, the prices of the component parts of the small parts thereof shall be, ten cents per pound for soap; twenty-five cents per pound for candles; five cents per quart for salt; and three cents one mill and a quarter of a mill per quart for vinegar. Where the price of the ration is twenty seven cents five mills, the prices of the component parts of the small parts thereof shall be, thirty cents per pound for candles; twelve cents five mills per pound for soap; ten cents per quart for salt; and eight cents seven and a half mills per quart for vinegar.

Second. That the ration to be furnished and delivered by virtue of this contract shall consist of the following articles, viz. one pound and a quarter of beef, or three quarters of a pound of pork; eighteen ounces of bread or flour; one gill of rum, whiskey, or brandy; and at the rate of two quarts of salt, four quarts of vinegar, four pounds of soap, and one pound and a half of candles, to every one hundred rations.

It is understood, that it shall be at the option of the general, or officer commanding an army or a military department, in all cases not otherwise provided for by this contract, to direct when, and how often, fresh or salt meat shall be issued, by general orders, to be promulgated a reasonable time before the issue is to commence; that the contractor shall always issue flour two days in every week; and the option of bread or flour, for the remainder of the week, be with the contractor.

Third. That supplies shall be furnished by the said Benjamin G. Orr, his heirs, executors, or administrators, at the fortified places and military posts that are or may be established in the limits aforesaid, upon the requisition of the commandant of the army or a post, in such quantities as shall not exceed what is sufficient for the troops to be there stationed for the space of three months, in advance, in good and wholesome provisions, consisting of due proportions of all the articles forming the ration.

It is understood, that if the contractor shall be required to deposite provisions at one place or post, and shall afterwards be required to move them, to be delivered at another place or post, the expenses of transportation to such other place or post shall be borne by the United States. It is also understood, that all supplies are to be originally delivered at the posts where they may be required, without expense to the United States.

Fourth. That whenever, and as often as the provisions stipulated to be furnished under this contract, shall, in the opinion of the commanding officer of the post or place where they are offered to be issued, be unsound, unfit for use, or of an unmerchantable quality, a survey shall be held thereon, by two disinterested persons, one to be chosen by the commanding officer, and the other by the said Benjamin G. Orr, or his agent, and, in case of disagreement, a third person, to be chosen by mutual consent, who shall have power to condemn such part of the provisions as to them may appear unfit for use. But if the said Benjamin G. Orr or his agent, shall fail or neglect to appoint a person to inspect the said provisions, after reasonable notice in writing, it shall be permitted to the said commanding officer to appoint such persons as he may think proper to inspect the provisions, under oath, with power to condemn as aforesaid. And all provisions condemned by such survey or inspection may be destroyed by the commanding officer.

Fifth. That the commanding general, or person appointed by him, at each post or place, in case of absolute failure or deficiency in the quantity of provisions contracted to be delivered and issued, shall have power to

supply the deficiency by purchase, at the risk and on account of the said Benjamin G. Orr, his heirs, executors, or administrators.

Sixth. That all losses sustained by the depredations of an enemy, or by means of the troops of the United States, in articles intended to compose rations, to be issued under this contract, being the property of the contractor, as well as in other property necessarily used in transporting the same, shall be paid for at the contract price of the rations, or the component parts, and at an appraised value of the other articles, on the deposition of one or more creditable characters, and the certificate of a commissioned officer, when the same can be obtained, ascertaining the circumstances of the loss, and the amount of the articles for which compensation is claimed.

Seventh. That escorts and guards for the safety of the provisions, and for the protecting of the cattle against an enemy, shall be furnished whenever, in the opinion of the commanding officer of the army or of any post, to whom application may be made, the same can be done without prejudice to the service, and that the said Benjamin G. Orr, his heirs, executors, or administrators, shall not be answerable for any deficiency of supplies, at any of the said posts or places, if it shall appear, upon satisfactory proof, that such deficiency was occasioned by the want of proper escorts and guards.

Eighth. That, at all stationary posts, proper store-houses shall be provided on behalf of the public for the reception and safe-keeping of the provisions deposited from time to time at such posts respectively, and the contractor shall suffer no loss for want of such stores.

Ninth. That the said Benjamin G. Orr, his heirs, executors, or administrators, shall render his or their accounts to the accountant of the Department of War for settlement, at least once in every three months, agreeably to such form as, by the said accountant, may be established, and made known to him or them.

Tenth. That all such advances of money as may be made to the said Benjamin G. Orr, his heirs, executors, or administrators, for and on account of the supplies to be furnished pursuant to this contract, and all such sums of money as the commanding officer of the troops or recruits, that are or may be within the limits aforesaid, may cause to be disbursed, in order to procure supplies, in consequence of any failure on the part of the said Benjamin G. Orr, his heirs, executors, or administrators, in complying with the requisitions herein contained, shall be duly accounted for by him or them, by way of set-off against the amount of such supplies, and the surplus, if any, repaid to the United States immediately after the expiration of the term of this contract, together with an interest at the rate of six per centum per annum from the time of such expiration until the same shall be actually repaid. And that if any balance shall, on any settlement of the accounts of the said Benjamin G. Orr, his heirs, executors, or administrators, be found to be due to him or them, for or on account of the rations which shall be supplied pursuant to this agreement, the same shall immediately be paid. And that no unreasonable or unnecessary delay, on the part of the officers of the United States, shall be given to the settlement of the accounts of the said Benjamin G. Orr, his heirs, executors or administrators. Provided, however, that no member of Congress shall be admitted to any share or part of this contract, or to any benefit to arise therefrom.

In witness whereof, the said Acting Secretary of War, for and on behalf of the United States, hath hereunto subscribed his name, and affixed the seal of the War Office of the United States; and the said Benjamin G. Orr hath hereto his hand and seal the day and year first above written.

[SEAL OF THE WAR DEP'T.]

(Signed) GEO. GRAHAM,
Acting Secretary of War.

(Signed) BENJ. G. ORR. [SEAL.]

Signed, sealed, and delivered, in the presence of

ALEX. McCORMICK, WM. McCORMICK, } *Witnesses to the signing of B. G. Orr.*

JACOB LAUB, SAML. S. HAMILTON, } *Witnesses to the signing of the Acting Sec'y of War.*

Plea of performance.

All which being read and heard, the defendant says the plaintiffs ought not to have or maintain their action aforesaid against him, because he says that the said Orr, in the said condition mentioned, did well and truly perform the said condition, in all things on his part and behalf to be done and performed, according to the tenor and effect, true intent and meaning of the said condition, and this he is ready to verify; wherefore he prays judgment, &c. &c.

Replication.

And the said plaintiffs say that they ought not to be precluded from having and maintaining their action aforesaid against the said Benjamin, now deceased, by any thing alleged by the said defendant in his plea aforesaid; because they say that the said Benjamin, in the said condition mentioned, did not well and truly perform and fulfil the covenants and agreements comprised and mentioned in the articles of agreement referred to in the said condition of the said writing obligatory, but broke the said covenants and agreements in the following instances, to wit:

That although the said United States did advance and furnish to the said Benjamin G. Orr divers large sums of money, at divers times, on account of, and to enable him, the said Benjamin, to carry into effect the said articles of agreement, which said several sums of money amounted altogether to the sum of one hundred and nine thousand five hundred dollars.

And although the accounts of the said Benjamin G. Orr, in relation to the articles of agreement aforesaid, have been duly and finally settled by the accounting officers of the Government of the United States; and, upon the said settlement, there was found to be due to the United States, from the said Benjamin, the sum of two thousand and twelve dollars and thirty-three cents, of which the said Benjamin had due notice. Yet the said Benjamin altogether failed to pay to the said United States the said sum of money, or any part thereof, and the same remains still due and unpaid to the said United States; and this the said United States are ready to verify, &c.

Rejoinder.

And the said defendant comes and says the said Orr did not break the said condition of the said writing obligatory, in manner and form as the said plaintiffs have above, in replying, pleaded and averred; and of this he puts himself upon the country, and the plaintiffs do the like; therefore let a jury thereon appear before the court here immediately, by whom, &c. and who neither, &c. to recognize, &c. because as well, &c. and thereupon for trying the issue aforesaid, it is ordered

Issue joined.

Venire ordered.

by the court here, that twenty persons, from the pannel of petit jurors returned to the court here by the marshal of the District aforesaid, be drawn by ballot, according to the law in such cases made and provided; and thereupon, the twenty persons being so drawn by ballot, and written upon two lists, one of which said lists is delivered to the attorney for each of the said parties, and the attorney for the respective parties having stricken out four persons from the said lists, thereupon the remaining twelve persons being called, come, and are empannelled, and sworn to say the truth in the premises; and whereupon, for certain reasons as well to the court here as to the parties aforesaid appearing, one of the jurors of the jury within mentioned from the pannel aforesaid, is withdrawn by consent of the said parties, and by order of the court here, and the rest of the jurors of that jury are wholly discharged from giving any verdict of and upon the premises within mentioned; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of May next.

Jury empannelled.

Jury sworn.

Juror withdrawn.

Cause continued.

May term, 1830.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and thirty, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Walter Jones, administrator de bonis non as aforesaid, by his attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of December next.

Appearance of parties, and continuance of cause.

December term, 1830.

At which said first Monday of December, in the year of our Lord one thousand eight hundred and thirty, come again into the circuit court here, as well the said United States, by their attorney aforesaid, as the said Walter Jones, administrator de bonis non as aforesaid, by his attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorneys aforesaid, and by order of the court here thereon, is further continued until the first Monday of May next.

Appearance of parties, and continuance of cause.

May term, 1831.

At which said first Monday of May, in the year of our Lord one thousand eight hundred and thirty-one, come again into the circuit court here, as well the said United States, by their attorneys aforesaid, as the said Walter Jones, administrator de bonis non as aforesaid, by his attorney aforesaid; and thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, by their attorney aforesaid, and by order of the court here thereon, is further continued until the first Monday of December next.

Appearance of parties, and continuance of cause.

December term, 1831.

And now at this day, to wit, the said first Monday of December, in the year of our Lord one thousand eight hundred and thirty-one, come again into the circuit court here as well the said United States, by their attorney aforesaid, as the said Walter Jones, administrator de bonis non as aforesaid, by his

Appearance of parties.

attorney aforesaid; and thereupon, for trying the issue aforesaid, it is ordered by the court here that twenty persons from the pannel of petit jurors returned to the court here by the marshal of the District aforesaid, be drawn by ballot, according to the law in such case made and provided; thereupon the twenty persons being so drawn by ballot, and written upon two lists, one of which said lists is delivered to the attorney for the respective parties, and the attorney for each of the said parties having stricken out four persons from the said lists, thereupon the remaining twelve persons being called, come, to wit:

Order to empannel jury.

Jurors.

Jury empannelled and sworn.

Verdict of jury for defendant.

"Clement McWilliams, Joseph Peck, Henry M. Dungan, Harvey Cruttenden, Richard Harrison, Daniel Ragan, Uriah Hyde, Jos. Helme, Thos. Riley, Elkanah Waters, Wm. M. McCauley, and John Mount, who, being empannelled and sworn to say the truth in the premises, upon their oath do say that the said Benjamin G. Orr did well and truly perform the condition of the writing obligatory within mentioned, in all things on his part and behalf to be done and performed, according to the tenor and effect, true intent and meaning of the said condition, as the said Walter Jones, administrator de bonis non, as aforesaid, of the said Benjamin G. Orr, in pleading hath alleged; therefore it is considered by the court here, that the said United States take nothing by their writ and declaration aforesaid, and that the said Walter Jones, administrator de bonis non as aforesaid, go thereof without day, &c.

Judgment on verdict.

Memorandum —Before the jurors aforesaid withdrew from the bar of the court here, the said United States, by their attorneys aforesaid, filed in court here the following bills of exceptions, to wit:

Exceptions 1st.

In the trial of this cause, the plaintiffs in support of the issue on their part joined, offered in evidence to the jury the contract annexed to the bond, and the account stated 18 Augt. 1820, marked A, showing the balance therein stated of $2,012 33, and claimed the balance so stated to be due to the United States. (Ac't A copied in pages 28 to 34.)

And the plaintiffs further for the purpose of proving that a previous account had been stated between the said contractor and the United States by the proper accounting officers, and that the balance there stated of 19,149 01 appearing thereby to be due to the said contractor had been paid to him or his agent, produced the said account so stated, and the power of attorney, and the receipt on the back of said account. (Copied in page 36 to 65.)

And the defendant thereupon prayed the court that the said account last mentioned, was not evidence per se that certain charges in said account B, (copied in page 36 to 65,) were correctly chargeable to the said contractor; which opinion the court gave; to which opinion the counsel for the plaintiffs except, and pray the court to sign and seal this bill of exceptions; which is done accordingly, this 29th day of March, 1832.

W. CRANCH. [SEAL.]
JAMES S. MORSELL. [SEAL.]

Exceptions 2d.

Plaintiffs further proved by R'd Smith, mentioned in the power of attorney, that he received the 6,350 99 charged in

the first item of the account A, who stated that he had no authority to settle any account for the contractor, nor any other authority than that stated in the power of attorney, nor did he so act; and upon the said evidence, and that stated in the 1st exception, the defendant prayed the court to instruct the jury, that the said account A, in connexion with the said evidence, was not evidence that the items charged in the said account, or any of them, were properly chargeable to defendant, under the bond upon which this suit is brought, which opinion the court refused to give, as prayed; but instructed the jury that the said account A, in connexion with the other evidence aforesaid, is evidence that the item of 6,350 99, paid to R Smith, was properly chargeable to the defendant's intestate, under the bond upon which this suit is brought; and that the said account A is not evidence that the other items therein were properly chargeable to the defendant's intestate, under the said bond. To which refusal the defendant excepts; and to so much of the instruction as declares that the account A, in connexion with the other evidence aforesaid, is evidence that the item of $6,350 99, paid to the said R. Smith, is properly chargeable under the said bond. The defendant also excepts; and to the residue of the said instructions, so given to the jury, the plaintiffs except; and this bill of exceptions, as well on the part of the defendant as of the plaintiffs, is signed, sealed, and ordered to be enrolled, this 29th day of March, 1832.

W. CRANCH. [SEAL.]
JAMES S. MORSELL. [SEAL.]

Exception 3d. Upon the trial of this cause, the counsel for the United States gave in evidence to the jury the bond upon which this suit was founded, in these words, to wit: (Copied in page 11;) and the articles of agreement referred to in the condition of the said bond, in these words, to wit: (Copied in pages 12 to 18.)

The counsel on the part of the United States then offered in evidence to the jury the account B, stated by the accounting officers of the Government under the aforesaid contract of the 15th of January, 1817, in these words, to wit: (Copied in pages 36 to 64;) and the power of attorney from Benj. G. Orr to Richard Smith, in these words, to wit: (Copied in page 64;) and the receipt of the said Richard Smith, endorsed upon the said account, in these words, to wit: (Copied in page 65.)

The counsel for the United States proved by the said Richard Smith, that the money received by him under the said power of attorney as aforesaid, was applied to the credit of the said Benj. G. Orr, in the office of discount and deposite of the Bank of the United States at Washington, and that the fact of said payment and receipt was known to him, the said Benj. G. Orr, as he supposed and believed, but did not know that the information had been communicated to him.

The counsel for the United States, when he so offered the said account in evidence, stated that he had offered it for the purpose of showing that the accounts between the said Benj. G. Orr and the said United States, under his contract of the 15th of January, 1817, had been settled up to that time, and that a balance upon that settlement had been found in favor of the said Benj. G. Orr, of $19,149 01, which had been paid, as aforesaid, to his said attorney, Richard Smith. The counsel stated, at the time of offering the said account, that he did not mean to go into an investigation of the items of the said account, but offered it merely to show that in consequence of the

settlement of the said account, the aforesaid sum of money was found due to the said Orr, and paid as aforesaid.

The counsel for the United States then offered in evidence to the jury a subsequent account between the United States and the said B. G. Orr, (marked A.) stated by the accounting officers of the Government under his aforesaid contract of the 15th of January, 1817, in these words, to wit: (copied in page 28 to 34.)

Upon which the counsel for the defendant prayed the court to instruct the jury that the said accounts were not competent *per se* upon which to charge the defendant or his intestate for any sums or items therein contained, further than the mere payment of money from the Treasury to the said intestate or to his authorized agent; and the court so instructed the jury.

The counsel for the United States then gave in evidence to the jury warrant No. 5,471, in these words and figures, to wit: (copied in page 65,) and the receipt of the said Richard Smith upon the said warrant in these words, to wit: (copied in page 65,) and proved by the said Richard Smith, that the said sum of $6,350 99 in the said receipt mentioned, was received by the said Richard Smith under his aforesaid power of attorney from the said Benj. G. Orr; and that the said sum of money was applied to the credit of the said Benj. G. Orr in the office of Discount and Deposite as aforesaid, and was supposed and believed to be known by him to have been so applied, in the same manner as the preceding payment to said Smith.

The counsel of the United States then stated, that, for the present, they confine their claim to the sum of $6,350 99 in the account A; and the counsel for the defendant thereupon moved the court to instruct the jury, that the said account, as also the preceding account also offered in evidence by plaintiffs were and constituted good and sufficient evidence in favor of said defendant for all items of credit therein contained.

To the giving of which instruction the plaintiffs' counsel objected, unless accompanied by a direction to the jury, that the defendant could not rely on the said accounts, and claim the items of credit therein allowed, without making the items of charge therein contained against the contractor also evidence before the jury.

But the court gave the instruction as prayed by the defendant's counsel, and refused to accompany the same with the further instruction requested by the plaintiffs.

To which instructions so given by the court at the prayer of the defendant's counsel, as well as to the refusal of the court to accompany the latter instruction with the instruction prayed by the counsel of the United States as aforesaid, the said counsel for the United States except; and this, their bill of exception, is signed, sealed, and ordered to be enrolled, this 30th day of March, 1832.

W. CRANCH. [SEAL.]
JAMES S. MORSELL. [SEAL.]

Exception 4th. In the further trial of this cause, the plaintiffs offered to withdraw from the jury the said two accounts mentioned in the preceding exception, and all the evidence connected with said accounts or refering thereto; to which the defendant's counsel objected; and the court refused to allow the plaintiffs to withdraw the said evidence; to which refusal the plaintiffs, by their counsel, except, and pray the court to sign and

seal this bill of exceptions; which is done accordingly, this 30th March, 1832.

W. CRANCH. [SEAL.]
JAMES S. MORSELL. [SEAL.]

Exception 5th. And the court further instructed the jury at the prayer of the defendant's counsel—

That the said transcript A from the books and proceedings of the Treasury can only be regarded as establishing such of the items of debit in the account stated in the said transcript as are for moneys disbursed through the ordinary channels of the Treasury Department, where the transactions are shown by its books, and where the officers of the Department must have had official knowledge of the facts stated, but that the said transcript is evidence for the defendant of the full amount of the credits therein stated, and that by relying on the said transcript as evidence of such credits, the defendant does not admit the correctness of any of the debits in the said account of which the transcript is not per se evidence, and that the said transcript is not per se evidence of any of the items of debit therein stated, excepting the first.

To which instruction the counsel for the United States except; and this, their bill of exceptions, is signed, sealed, and ordered to be enrolled, this 2d day of April, 1832.

W. CRANCH. [SEAL.]
JAMES S. MORSELL. [SEAL.]

ACCOUNT A, REFERRED TO IN EXCEPTIONS COPIED IN PAGE 22.

DR. *Benjamin G. Orr, under contract dated 15th January, 1816, in account with the United States.* CR.

1820.		Subsistence.	Total.		Subsistence.	Total.
	To general account of monies advanced.			*By general account of moneys advanced.*		
April 17	For amount of warrant No. 5,471, paid to Richard Smith, per order, on acc. of said contract - - -	6,350 99		1. For the following provisions issued under his contract aforesaid, at Fort Gadsden, from 1st to 12th January, out of the unexpended provisions remaining on hand at that post on the expiration of his said contract, viz.		
	(A.)					
	For amount of 43 barrels flour, received by his agent, Robt. Irvine, at Fort Gaines, from Lieut. Sands, per receipt dated 21st Oct. to 13th Nov. 1817, on file, viz.			18,607 rations meat, at 10 cents	$1860 70	
	Per rec'pt 21 Oct. 20 bbls. flour, wt. 4160 lbs.			12,110 rations flour, at 10 cents	1211 00	
	Per rec'pt 13 Nov. 23 bbls. flour, 4402			18,275 rations whiskey, at 6 cents	1096 50	
	8562 equal to 7610$\frac{6}{9}$ rations, at 10 cents	761 07		92$\frac{1}{2}$ pounds soap, at 12$\frac{1}{2}$ cents	11 52	
	(B.)			259$\frac{84}{160}$ pounds candles, at 30 cents	77 95	
	For this amount remaining due to the 5, 6, 7, and 8th com-			36,275 quarts salt, at 10 cents	36 22	
						4,293 89

panies of the 4th regt. infy. for rations and parts of rations due them from the said contractor, as per due bills in possession of Capt. James H. Gale; see his letter on file dated 25th Nov. 1819 — 900

(C.)

For this sum, being the amount of provisions received by Lieut. Wager, per his rec'pt of 6th January, 1818, and admitted to the credit of the contractor by the Second Comptroller of the Treasury, per his statement of additional allowance on file with former settlement—see voucher No. 6, therein referred to—now brought to the debit of said contractor, those provisions having been re-delivered to Mr. Beard, contractor's agent; see letter of the Second Comptroller of 13th December, 1819, on file herewith - - - — 1,481 09

9,493 15

To Benj. G. Orr, under contract dated 9th Feb. 1818.

For this sum, received by his

This voucher is filed with account of C. Griffith, under his contract of 5th Nov. 1817, who is held accountable for those provisions.

2. For the following provisions remaining on hand at Fort Gadsden, on 12th January, 1819, and turned over by the contractor's agent to Lt. Geo. Murdock, Qr. Mr. 7th inf'y. per inventory and rec'pt of Lieut. Murdock, and subsequently issued to the troops on that station, viz.

46½ bbls. pork equal to 12,400 rations, at 10 cts.	$1240 00	
1834½ gallons whiskey, equal to 58,704 rations at 6 cents	3522 24	
96 pounds soap, at 12½ cents	12 00	
103½ pounds candles, at 30 cents	31 05	
7 bushels salt, equal to 224 qts. at 10 cents	22 40	
		4,827 69

3. For amount of 16½ barrels flour, condemned at Fort Gadsden by a board of inspection appointed by garrison order, on 9th Jan. 1819,

ACCOUNT A—Continued.

1820.		Subsistence.	Total.		Subsistence.	Total.
	agent, O. W. Callis, per receipt dated at Fort Hawkins, 10th December, 1817, on account of his contract dated 15th Jan. 1817, and brought to his debit in account under contract dated 9th February, 1818, through mistake	–	$2,000	as unfit for issue, in consequence of its having become damaged in the public storehouses, which are stated not to have been sufficiently secured against rain; see report of said board of inspection, dated 11th January, 1819, viz 2874⅘ rations flour, at 10 cents - - -	287 47	
			$11,493 15	4. For amount of 33¾ gallons whiskey, lost to the contractor by depredations committed by the troops of the U. S. stationed at Fort Gadsden, as per certificate of Major John Nicks, dated 8th Jan. 1819, viz. 1080 rations whiskey, at 6 cents - -	64 80	
						$9,473 85
				By balance due the U. States	–	2,019 30
	Amount brought down -	–	$11,493 15			$11,493 15

				By B. G. Orr for Fortifications.		
				For amount due him on that account, transferred to his credit in this statement	–	6 97
				By balance due the U. States	–	2,012 30
To balance due the United States per contra	-	–	2,019 30			2,019 30
To balance due the United States - - -		–	2,012 33			

TREASURY DEPARTMENT, *Third Auditor's Office, Aug.* 18, 1820.
Stated by JNO. ABBOTT.

SECOND COMPTROLLER'S OFFICE, *August 19th*, 1820.
Ex'd by JOS. HINKLEY.

United States vs. Orr's Administrator.

1193

TREASURY DEPARTMENT,

No. 7692. *Third Auditor's Office, August 18th,* 1820.

I certify that I have examined and adjusted the account of Benjamin G. Orr, under contract dated 15th January, 1817, and find that he is chargeable as follows, viz.

To general account of moneys advanced.

For amount of warrant No. 5471, advanced him on account	$6,350 99
For amount of 43 bbls. flour, received by his agent, Robert Irvine, at Fort Gaines, as per receipts dated Oct. and 13th Nov. 1817, from Lieut. A. L. Sands - - - - -	761 07
For amount of due bills for rations and parts, due to the 5, 6, 7, and 8th companies of the 4th regiment infantry - -	900
For amount of provisions delivered by Lieut. Wager to Mr. Beard, agent for the contractor, as stated in the letter of the Second Comptroller of the 13th Dec. 1819 - - -	1,481 09
For this sum, paid by Gen. Glascock to O. W. Callis, agent for the contractor at Fort Hawkins, per his receipt dated 10th December, 1815 - - - - - - - - - -	2,000 00
	$11,493 15

And that he is entitled to a credit for the following sums, viz.

Amount of provisions issued at Fort Gadsden from 1st to 12th January, 1819 - - - -	$4,293 89	
Amount of provisions remaining on hand at said fort on 12th January, 1819, and turned over to Lieut. Geo. Murdock, Qr. Mr 7th infantry -	4,827 69	
Amount of 16½ bbls. flour, condemned at Fort Gadsden on 9th January, 1819, as unfit for issue	287 47	
Amount of 33¾ gallons whiskey, lost to the contractor by depredations committed by the troops stationed at Fort Gadsden - - - - -	64 80	
Balance remaining in his favor on his account of fortifications to his credit in this settlement -	6 97	
		$9,480 82
		$2,012 33

Leaving him indebted to the United States in the sum of two thousand and twelve dollars and thirty-three cents, as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

(Signed) PETER HAGNER, *Auditor.*

To RICHARD CUTTS, Esq.
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this 21st day of August, 1820.

(Signed) RICHARD CUTTS, *Second Compt.*

TREASURY DEPARTMENT,

Third Auditor's Office, December 14th, 1831.

Pursuant to an act to provide for the prompt settlement of public accounts, approved 3d March, 1817, I, Peter Hagner, Third Auditor of the Treasury of the United States, do hereby certify that the foregoing is a true transcript from the books and proceedings of the Treasury.

PETER HAGNER, *Aud.*

Be it remembered, that Peter Hagner, esquire, who certified the foregoing transcript, is now, and was at the time of doing so, Third Auditor of the Treasury of the United States, and that faith and credit are due to his official attestations.

In testimony whereof, I, Louis McLane, Secretary of the Treasury of the United States, have hereunto subscribed my name, and caused [SEAL.] to be affixed the seal of this department, at the city of Washington, this day of December, in the year of our Lord one thousand eight hundred and thirty-one.

LOUIS McLANE.

DR. *Benjamin G. Orr, under contract dated 15th January, 1817, in account with the United States.* CR.

1817.	To account transferred from the books of the 2d Auditor, for this sum, standing to his debit on those of this office	-	$15,000	*By appropriation for subsistence.* For amount of supplies furnished under his contract aforesaid in the States of South Carolina and Georgia, between 1 June, 1817, and 31st May, 1818, the period contracted for, per general abstract and vouchers therein referred to, on file, viz. 23,434 complete rations issued at Charleston, Union C. House, and James' island, in South Carolina, between 1 Sept., 1817, and 31st May, 1818, at 22 cents - -	$5,155 48	
	To warrants on the Treasurer.					
May 16	For warrant No. 413, for payment of his draft, favor of A. McCormick, dated 4th May, 1817, on account of said contract	$5,000				
June 4	For do. No. 522, received by him on account	5,000				
Sept. 13	For part of warrant No. 953, received by him on account	10,000				
Sept. 19	For warrant No. 972, for payment of his draft, favor R. Smith, dated 22d July, 1817, on account of do	20,000		For 36lbs. guard candles -	9 00	
Oct. 6	For part of warrant No. 1,072, received by him on account	5,000				$5,164 48
Nov. 6	For warrant No. 1,219, for payment of his draft, favor R. Smith, dated 20th Sept. 1817, on account of do.	12,000		295,407 complete rations issued at Harrisburg, Augusta, Savannah, Fort Alert, Darien, Hartford, Tybee island, Fort Scott, Amelia island, Fort Gaines, Point Peter, Fort Hawkins, and Trader's hill,		
Nov. 10	For do. No. 1,240, received by him on account	5,000				

Nov. 20	For do. No. 1,283, do.	15,000	
Dec. 8	For do. No. 1,371, do.	15,000	
Dec. 18	For do. No. 1,430, for payment of his draft, drawn by his agent, John Rogers, favor Jos. Lune, dated 17th		
1818.	Nov. 1817	7,500	
April 20	For do. No. 1951, received by him on account	10,000	
			109,500
	To David Brearley, Col. 7th Infantry, (for subsistence.)		
	For warrant No. 1552, for payment of a draft drawn by him, favor John Thomas, dated 24th December, 1817, for provisions purchased on failure of said contractor (A)	–	10,275 62
	To Milo Johnson, Lieut. (for subsistence.)		
	For warrant No. 1843, for payment of 2 bills of exchange drawn by him, dated 24th January, '18, for provisions purchased at Forts Scott and Gaines, on failure of said contractor, viz.		
	One favor John S. Thomas, for $4,561 50; one favor Imlay Van Sciver, for 3,944 50 (B)	8,506	
	For warrant No. 2090 for a		

	between 1 June, 1817, and 31 May, 1818, at 27½ cents	81,236 93
	For sundry parts of rations -	7,637 79
		88,874 72
	For amount of provisions issued at Hartford and at Fort Dean in March and May, 1818 -	– 5,235 65
	122,129 complete rations issued at Fort Gadsden in March, April, and May, 1818, at 27½ cts. - - -	33,585 48
	For sundry parts of rations -	1,750 56
		35,336 04
	From which deduct amount of sundry parts of rations in the abstracts of issues, and which are stated by Major Twiggs not to have been issued, the due bills given by the contractor's agent at that place remaining unpaid - -	909 01
		34,427 03
	For amount of provisions shipped at Fort Gadsden by order of Major Gen. Jackson, for the supply of the troops at St. Marks and Pensacola, in March, April, and May, 1818 - - - -	– 30,238 27
	For amount of 8,258¾ rations	

	draft drawn by him, favor O. W. Callis, dated 12th February, '18, for do. at Fort Hawkins (F)	$1,698 49		of meat inspected at Fort Gadsden on 26th May, and June, 1818, and found to be damaged and unfit for issue	-	$825 87
			$10,204 49	For amount of provisions received at Darien by Lieut. Forsyth on 13th April, 1818, and intended for the supply of the troops under command of Gen. Gaines at Hartford; part of which were found on inspection to have been damaged and unfit for issue, and accordingly sold at public auction; for the amount of which Col. Bankhead is accountable, and also for the disposition of the remainder of the provisions sent to Amelia island for the troops under his command - -	-	4,082 13
1818.	*To warrants on the Treasurer.*					
April 30	For warrant No. 1985, for payment of bills drawn by Major E. Cutter, dated 25th February, 1818, for provisions purchased on failure of said contractor, viz.					
	One, favor J. T. McEldon, for 274 lbs. pork, $54 80; do. E. Hays, for 9 beeves, $275; do. Geo. Keith, 1 do. $30; do. John B. Brown, 402 lbs. beef, $40 20; do. William Bush, 4 beeves, $55; do. Mark Cole, 1 do. $18 (C)	473 00				
		473 00	144,980 11			168,848 15
1818.	*To warrants on the Treasurer, continued.*			*By appropriation for subsistence, continued.*		
April 30	For warrant No. 1986, for payment of 3 bills of exchange drawn by Capt. G. Birch, dated 17th February, 1818,			For amount of provisions ordered by Col Bankhead, to Hartford, in January, 1818,		

	for provisions purchased on failure of said contractor, viz.				
	1 favor Brown & Livermore, for 8 beeves, $199; 1 do. John B. Brown, for 2 do. $54; 1 do. E. Hays, for 30 do. $486 (D)	739 00			
May 25	For do. No. 2089, for payment of a bill of exchange drawn by Col. Arbuckle, favor of Nelson & Randolph, dated 25th March, 1818, for provisions purchased on failure of said contractor (E)	600 00			
June 3	For do. No. 2126, for payment of 2 bills of exchange drawn by Capt. Birch, dated 17th February, 1818, for provisions purchased as aforesaid, viz.				
	1 favor Jared Patterson, for $16; 1 do. Isaac Ledbetter, for $189 (G)	205 00			
	For do. No. 2127, for payment of 6 bills of exchange drawn by Major Cutler, for provisions purchased on failure of said contractor. viz				
	1 dated 28th February, 1818, favor Isaiah Bowler, for 5				
	and which were received at Darien on 2d April, 1818, to be sent to Hartford, but which could not be done on account of the enemy - - -		-		3,396 20
	For the following provisions, issued at Fort Gadsden, in the months of June, July, and August, 1818, periods after the expiration of his contract of the 15th January, 1817, here admitted to his credit at the prices therein stated, in lieu of the provisions remaining on hand at that place, as stated in voucher No. 111, on 16th June, 1818, viz				
	25,801 complete rations, at 27½ cents - - - -		7,095 28		
	Sundry parts of rations -		2,176 99		
					9,272 27
					$181,516 62
	From which deduct amount of 10,458 complete rations, included in the abstract of issues for Fort Hawkins, numbered 74, 75, and 76, the voucher for these provisions being incorrect, as no-				

ACCOUNT B—Continued.

	beeves, $105; 1 dated 22d April, do. Wm. Brown, for 3 do. $65; 1 do do. Jared Patterson, for 4 do. $112; 1 do. do. Wm. Hardridge, for 11 do. $183; 1 do do. James Nall, for 3 do. $50; 1 do. do. Isaac Pitman, for 2 do. $50 (H)	$565 00		ted in statement on file herewith - - - - -	-	$2,875 95
						$178,640 67
Aug. 10	For do. No. 2447, for payment of a bill of exchange drawn by Col. Arbuckle, favor A. Mc Cullock, dated 12th February, 1818, for provisions purchased at Fort Scott, as aforesaid. (I)	1,437 37		For the following provisions, furnished the troops at the different posts in the harbor of Charleston, S. C. under a special contract made by Major Van De Venter, in consequence of the failure of the contractor, Benjamin G. Orr, here admitted to his credit, at his contract prices, viz. 16,113 comp. rations, in June, July and August, 1817, at 22 cents - - - -	$3,544 86	
Aug. 11	For do. No. 2450, for payment of a bill of exchange drawn by Major Cudler, favor Jno. Brockman, dated 4th June, 1818, for 4 beeves, purchased on failure as aforesaid (K)	165 00		For 92 lbs. guard candles -	23	3,567 86
Sept. 9	For do. No. 2586, for payment of provisions furnished by Jas. Barton to the troops at Augusta and Harrisburg, between 1st June and 26th			Amount of provisions issued out of purchases made in consequence of the failure of the contractor, and here admitted to his credit at the prices of his contract of 15th Jan. 1817, viz. 1366 comp. rations at Augusta and Harrisburg, between 1st June		

	September, 1817, on failure as aforesaid (L)	478 10	
Oct. 10	For do. No. 2710, for payment of a bill of exchange drawn by Major Cutler, favor Jas. Johnson, dated 25th Feb'y. 1817, for 4 beeves, purchased at Fort Gaines, on failure as aforesaid (M)	130 00	
	For do. No. 2711, for payment of a bill of exchange drawn by F. W Brady, Q. M. 4th infy. favor Jas. Johnson, dated 10th March, 1818, for beef purchased on failure as aforesaid (N)	30 00	
			$4,822 47
	To Edm'd P. Gaines, Major General (for subsistence.)		
May 15	For amount advanced by him to Aug's Levake, agent for said contractor, per receipt dated 19th December, 1817	–	500 00
			150,302 58
	To Christopher Van Deventer, Major (subsistence.)		
1818. July 13	For amount of provisions furnished the troops at the different posts in the harbor of Charleston, S. C., in June, and 20th Sept. 1817, at 27½ cents		375 65
	6919 comp. rations at Fort Hawkins and at the Creek agency, between 1st Feb. and 25th May, 1818, at 27½ cents	$1902 73	
	For sundry parts of rations issued at said places, including provisions received by sundry officers, as per statement	4,950 74	
			6,853 47
	1444 comp. rations issued at Fort Mitchell, between 16th Feb. and 20th Sept. 1818, at 27½ cents	397 10	
	For sundry parts of rations, including the amount of damaged provisions at said fort	4,869 36	
			5,266 46
			12,495 58
	By appropriation for subsistence—continued.		
	For 2061 rations meat, and 2519		

1201.

ACCOUNT B—Continued.

	July and August, 1817, under a special contract made by him with James Roddy, in consequence of the failure of said contractor (O)	–	$4,297 53	rations flour, issued by Lieut. Phillips at Fort Early, in Jan. and Feb. 1818 -	458 00	
	To John S. Thomas, for subsistence.			2370 complete rations, issued by Imlay Van Selver at the Creek agency, from 9th January to 9th March, 1818, at 27½ cents $651 75		
Jan. 21	For the difference between the prices charged by said Thomas and those as per contract of B. G. Orr, on the following provisions issued at Forts Mitchell and Hawkins, between 2d June and 30th September, 1817, in consequence of the failure of said contractor, and for which he is accountable, as per decision of the Secretary of War, viz.			Sundry parts of rations 580 20	1,231 95	
				10,490 complete rations, issued by J. R Brooks, on the march from Hartford to Fort Scott, in February and March 1818, at 27½ cts. $2,884 75		
				Sundry parts of rations 343 63	3,227 38	
						17,412 91
	2245 comp. rations, at 5⅝ cents	$130 96				
	120 rations meat, at 2⅓ cents	2 80				
	213 do flour, at 4 cents	8 52				
			142 28			
	To accounts transferred from the books of the 2d Auditor.					
	For this amount, standing to the debit of the contractor, Benj. G. Orr, on the books of the					

2d Auditor, transferred to his debit on those of this office, being the difference between the prices of the provisions issued by John S. Thomas, at Forts Hawkins and Gaines, Savannah and Tabee Islands, in June, July and August, 1817, and those of the contract of Mr Orr, dated 15th January, 1817, and for which said contractor is accountable, he having failed to make the necessary supplies at those places (Q)	–	1,036 72			
To appropriation for subsistence.					
For amount of provisions delivered by John S. Thomas to Captain Donoho's company, on their march from Fort Hawkins to Fort Scott, in June, 1817, for the issue of which the contractor, B. G. Orr, has received the abstracts of issues at Fort Scott, and is therefore chargeable with the amount (P)	2,791 67				
For this amount, remaining due at Fort Gadsden on the August abstract for 1818, for			Amount brought down -	–	$199,621 44

ACCOUNT B—Continued.

that place, which has been admitted without the signature of the commanding officer; see Col. Arbuckle's letter of 8th September, 1818, herewith (S.)	$1,500 00		Amount brought over - -	$199,621 44
For amount of supplies purchased by Timothy Bruin, and delivered to the contractor's agent, Clarke E. Beard, viz.				
Acc. and rec't No. 1 $760				
Do do 2 220 87				
Do do 3 155				
Do do 7 20 (T)	1,155 87			
	5,447 54			
To appropriation for subsistence continued.				
For amount of pork and beef purchased by Lieut. Phillips at Fort Early, on failure of the contractor, per account herewith (V)	76 54			
For amount of provisions purchased by Lieut. Milo Mason, D. Q. M. G., on failure				

of the contractor, as per account herewith (W)	7,375 15			
For compensation to Captain Keiser, employed in making purchases and issues of provisions, on failure of the contractor, allowed by the Secretary of War No. 1	508 50			
For compensation to J. J. Brooks, issuing commissary, from Hartford to Fort Early No. 2	174 00			
For draft drawn by D. Brearly at Fort Mitchell, favor of Danl. Hughes, for beef purchased for the use of the detachment, from 25th Dec. 1817, to 19th Feb. 1818, the contractor having failed to supply that part of the ration No. 3	116 87			
For compensation to Lieut. Milo Johnson, see B	112 50			
For compensation paid by Captain Bee for driving of beef cattle to Fort Gaines; see D and G - - - - -	20 00			
For amount of provisions purchased by Capt Christopher Keyser, A. D. Q. M. G. on failure of the contractor, per		Amount brought down -	-	$199,621 44

ACCOUNT B—Continued.

abstract herewith	$30,307 29			Amount brought over -	-	$199,621 44
For amount of expenses in driving hogs, &c. per abstract - -	516 50					
For amount of expenses in building boats, &c. per abstract -	944 78					
For amount of transportation -	4,011 41					
	(X)	35,779 98				
For amount of expenditures made by Col. Brearly for the purchase of provisions, for which the contractor, B. G. Orr, is accountable	(Y)	757 80				
			50,368 88			
			206,147 99	Amount brought down	-	199,621 44
				Balance due the United States	-	6,526 55
To balance due the United States, per contra - -		-	6,526 55			$206,147 99

TREASURY DEPARTMENT, *Third Auditor's Office, November* 20, 1818.
Stated by JOHN ABBOTT, *Clerk*

TREASURY DEPARTMENT, *Second Comp.'s Office, May* 6, 1819.
Ex'd. J. SEAVER.

Differences arising on the examination of the abstracts of issues made under contract of Benjamin G. Orr, for the States of South Carolina and Georgia, dated 15th January, 1817:

Amount of general abstract, as rendered by the contractor -	$260,563 39
Amount admitted thereon, as per official statement - -	181,516 62
Difference - - - - - - -	$79,046 77

Difference arising as follows:

Provisions overcharged in voucher No. 51 for Hartford, viz.

2,800 rations meat	at 10 cents	-	-	$280	
5,120 "	flour " 10 "	-	-	512	
1,648 "	whiskey at 6 cents	-	-	98 88	
					$890 88

The following provisions charged on voucher No. 52, being a receipt of Lieut Wager, dated at Darien 6th January, 1818, are disallowed. Those provisions were sent to Hartford, and Lieut. Wager states it as his opinion, that they were issued on the march of the troops. The contractor having received a credit for provisions issued on the march to Fort Scott, these provisions are taken to be included in those abstracts, and, therefore, not allowed here, viz.

4,160 rations meat	at 10 cents	-	-	$416		
6,098 "	flour " 10 "	-	-	609 80		
6,144 "	whiskey " 6 "	-	-	368 64		
97½ lbs.	candles " 30 "	-	-	29 25		
280 lbs.	soap " 12½ "	-	-	35		
256 qts.	vinegar " 8¾ "	-	-	22 40		
						1,481 09

Amount of voucher No. 104, being for provisions received at Fort Mitchell by Thomas Anthony and Sergt. B. Fellinger are disallowed. They are taken into view in the issues at that place; for which the contractor has received a credit, viz.

14,429 rations flour	at 10 cents	-	-	$1,442 90	
1,056 "	whiskey " 6 "	-	-	63 36	
42 quarts	vinegar " 8¾ "	-	-	3 67	
					1,509 93

Amount of voucher No. 108, being for provisions sent from Fort Gadsden to Fort Scott, where the contractor issued, and received the regular abstracts of issues, are therefore here disallowed, viz.

14,933 rations meat	at 10 cents	-	-	$1,493 30	
14,983 "	flour " 10 "	-	-	1,498 30	
14,592 "	whiskey " 6 "	-	-	875 52	
					3,867 12

Amount of vouchers No. 110 and 112 for Pensacola, charged under contract for the States of S. C. and Georgia, are disallowed, and have been passed to the credit of Mr. Orr in account under contract for Louisiana, at the New Orleans price: (see voucher referred to in that account, and marked F, G, H, and N.) - - - - - - $41,028 06

Amount of voucher No. 111, being for provisions stated to have been remaining on hand at Fort Gadsden on 16th June, 1818, are disallowed, amounting to - - - - $31,175 72

In lieu thereof, the following issues made at that place in the months of June, July, and August, 1818, have been admitted at the prices of his contract, ending 31st May, 1818, viz.

25,801 comp. rations at	27½	cents	-	$7,095 28
9,799 rations meat	" 10	"	-	979 90
9,371 " flour	" 10	"	-	937 10
3,585 " whiskey	" 6	"	-	215 10
24 pounds candles	" 30	"	-	7 20
91 " soap	" 12½	"	-	11 37
61 quarts salt	" 10	"	-	6 10
1,348 rations of small parts at	1½	ct.	-	20 22
				9,272 27
				21,903 45

In admitting to the credit of the contractor the issues at Fort Gadsden at his Georgia contract price instead of that of Louisiana, under which latter contract they would rightfully come, I have been governed by the circumstances of these provisions having been ordered from New Orleans for Fort Scott, though, by order of Gen. Jackson, they were stopped at Fort Gadsden, and, in part, there issued.

Amount of voucher No. 93, being the issues to the troops under command of Col. Arbuckle, on their march from Camp Montgomery to Fort Gaines from 23d October to 8th November, 1817, are disallowed in the Georgia contract, and have been passed to the credit of Mr. Orr, in account under his contract for Louisiana - - - - - - - 2,097 20

The following parts of rations are disallowed from voucher No. 109 for Fort Gadsden, being the amount of due bills given by the contractor's agent at that place, and which remain in the hands of Major Twiggs unpaid, viz.

12,250 rations whiskey at	6	cents	- -	$735
361½ pounds soap	" 12½	"	- -	45 19
241½ " candles	" 30	"	- -	72 45
641¼ quarts vinegar	" 8¾	"	- -	56 37
				909 01

The following abstracts for Savannah and Tybee island, charged by Mr. Orr, are already entered to the credit of John S.

Thomas, who furnished the supplies, and are therefore here disallowed, viz

No. 29, for Savannah	3,496 comp. rations	
56, " Tybee island	5,367 do.	
	8,863 comp. rations at 27½ cts.	$2,437 32

Also, the following abstracts again charged by the contractor, Benjamin G. Orr, and which are already entered to the credit of John S. Thomas, by whom the supplies were furnished, being for the months of June, July, and August, 1817, viz.

No. 28, for Savannah, for June, 1817, 1,130 comp. rations, and 16 lbs. candles

24,	Augusta,	July,	1,280	comp. rations
25,	Do.	August,	1,064	do.
53,	Tybee island,	June,	1,784	do.
54,	Do.	July,	1,880	do.
57,	Do.	August,	785	do.
			7,923	comp. rations,

at 27½ cents	2,178 83	
16 lbs. candles at 30 cents	4 80	
		2,183 63
		78,307 69

(Errors disallowed.)

Charleston, 10 complete rations, over-calculated, at 22 cents			2 20
Georgia, 2,337 comp. rats. over calculated, at 27½ cents		642 67	
203 rations meat	do. at 10 cts	20 30	
965⅝ " flour	do. " 10 "	96 55½	
29 " whiskey	do. " 6 "	1 74	
14½ lbs. candles	do. " 30 "	4 35	
76½ quarts salt	do. " 10 "	7 65	
1 quart vinegar	do. " 8¾ "	8¾	
			773 35
Over-added in his general abstract—			
998 rations flour at 10 cents		99 80	
91¼ lbs. candles " 30 "		27 87	
			127 17
			902 72
Deduct errors in his favor—			
James' island, 2 comp. rats. at 22 cts		44	
Georgia, 124 do.	" 27½ "	34 10	
1 ration flour		10	
1,240 rats. whis'y	" 6 "	74 40	
2 lbs. soap	" 12½ "	25	
1 quart vinegar		8¾	
		108 93¾	

Amount brought over - - -				$108	93¾
Short, added in his general abstract—					
82 comp. rations	at 27½ cents	$22	55½		
52⅛ rations meat	" 10 "	5	21		
200 lbs. soap	" 12½ "	25	06¼		
8 quarts salt	" 10 "		80		
Short, calculated on comp. rations			50		
				54	12¾
				163	50¼
					739 22½
					79,046 91½
Fractions - -					14
					$79,046 77

No. 4,935.

TREASURY DEPARTMENT,

Third Auditor's Office, November 20th, 1818.

I certify that I have examined and adjusted the account of Benjamin G. Orr, for supplies furnished under his contract dated 15th January, 1817, for the States of South Carolina and Georgia, from 1st June, 1817, to 1st June, 1818, and find that he is chargeable with the following sums, viz.

Amount of warrants on the Treasury - - -	$109,500
Accounts transferred from the books of the 2d Auditor:	
Amount standing to his debit on said books, on his contract aforesaid - - - - -	16,036 72
Amount of provisions received by him - - -	55,191 35
Amount of purchases made by Col. Brearly, on his failure -	10,275 62
Amount of do. made by Lieut. Milo Johnson, do. -	10,204 49
Amount of do. made by Maj. Van D. Venter, do. -	4,297 53
Amount of do. made by John S. Thomas, do. -	142 28
Amount advanced him by Gen. Gaines, on account of his contract - - - - - - -	500
	$206,147 99
And find that he is entitled for the provisions issued under his contract aforesaid, from 1st June, 1817, to 1st June, 1818, including the provisions issued out of purchases made in consequence of his failures - - -	199,621 44
	$ 6,526 55

Leaving him indebted to the United States in the sum of six thousand five hundred and twenty-six dollars and fifty-five cents, under his contract aforesaid—as appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

(Signed) PETER HAGNER, *Aud.*

To RICHARD CUTTS, Esq.,
Second Comptroller of the Treasury.

Dr. *Benjamin G. Orr, under his contract of 15th January, 1817, in account with the United States.* Cr.

1818.							
Nov. 28	To balance due the United States, per statement of this date - - - - -	–	$6,526 55	*By appropriation for subsistence.* (F.) For the following provisions issued at Fort Gadsden, in the months of September, October, November, and December, 1818, including provisions issued at Harrisburg, Geo., in Novem. December, 1817, and January, 1818, per general abstract herewith, viz.			
	To warrants on the Treasurer.						
Dec. 9	For amount of warrant No. 2,985, for the payment of his draft, favor of George Graham, dated 29th September, 1818	–	12,000				
	To Lieut. F. W. Brady, Qr. M. for subsistence.						
29	For amount of payments made by him for due bills given by the contractor's agent for sundry retained parts of rations due Capt. McIntosh's c'y to the first company, and to musicians of the 4th infantry, per statement marked A - - - - -	–	699 90	19,675 complete rations, at 27½ cents - - - -	$5,410 62		
				For sundry parts of rations	7,213 40	$12,624 02	
	To appropriation for subsistence. A. For this amount remaining due for retained parts of rations in the aforesaid due bills, as per said statement - -	$44 02					

Dr. *Benjamin G. Orr's account with the United States*—Continued. Cr.

B.			Amount brought over -		$12,624 02
For amount of retained parts of rations remaining due to the troops at Fort Scott and Fort Gadsden, between 30th Sep., 1817, and 16th April, 1818, amounting, as per statement herewith, to	$1,788 28				
From which deduct this sum already brought to the debit of the contractor in statement made the 20th November, 1818,—which see	1,500	$288 28			
C.					
For amount of retained parts remaining due the 1st battalion company of the 4th infantry, at Fort Gaines and Scott, between Oct., 1817, and March, 1818, as per statement herewith - -		384 93			
D.					
For amount of retained parts of rations remaining due the troops at Fort Hawkins from 13th December, 1817, to			Amount brought down -		12,624 02

31st January, 1818, per due bill of O. W. Callis, filed with statement herewith E.	1,114 23				
For amount claimed by Major David E. Twiggs in behalf of the troops under his command, for the transport of 500 bbls. flour from the Negro Fort to Fort Scott, belonging to the contractor, see letter of Major Twiggs, dated 12th Dec., 1818, marked E - - - - - -	500		Amount brought down -	-	12,624 02
		2,331 46	Balance due the United States	-	8,933 89
		$21,557 91			$21,557 91

DR. *Benjamin G. Orr, under his contract of 15th January, 1817, in account with the United States.* CR.

To balance due the U. States per contra - - -	-	$8,933 89	Additional credits allowed by the Second Comp. as per statement herewith, to wit:			
			SECOND COMP.'S OFFICE, *May 10th*, 1819.			
			Abstract of admissions by the Comptroller to the credit of B G. Orr, esq., under his contract dated 15th Jan'y, 1817; see documents herewith.			
			No. 1. Issues to officers out of the purchases by Captain Keiser and Major Milo Mason, with Mr. Stewart's certificate -	$17,679 71		
			No. 2. Difference between B. G Orr's contract price and purchase of Col. Brearly -	3,933 76		
			No. 3. Lieut Phillips's purchase	76 54		
			No. 4. For 10,000 complete rations,			

			rejected by the 3d Auditor, admitted by Compt. -	2,750	
			No. 5. Additional purchase by Col. Brearly, the provisions lost on the Flint river; difference allowed	476 34	
			No. 6. The receipts of Lieut. O. Wager, Thomas Anthony, and Sergt. B. Fellinger -	3,256 05	
			No. 7. Amount of due bills charged on Major Twigg's letter, attached to voucher No. 109, is again charged in the subsequent statement of the Auditor, dated May 11th, 1819, being thus twice charged; the first charge is admitted to the credit of the contractor -	909 01	
Amount brought down -	-	$8,933 89	No. 8. Charge of $500 for transpor-		

Dr. *Benjamin G. Orr's account with the United States*—Continued. Cr.

	Amount brought over -	-	$8,933 89	tation, by the soldiers of the U. S. army, of flour, from Negro Fort to Fort Scott; the charge not being sufficiently established, is suspended for further information -	500		
				No. 9. Amount of due bills of J. R. Brooks - -	224 16		
				Amount	$29,805 57		
				From which is deducted 17,226⅔ r's of pork, being the amount of 86 hogs lost; see Keiser's issues, voucher			
	Balance due the contractor -	-	$19,149 01	No. 4 - -	1,722 67		
			$28,082 90				
1819.							
May 14	To warrant of the Treasurer, No. 3944, for this sum, paid R'd Smith, per order of B. G. Orr - - - -	-	$19,149 01	Balance due the contractor per contra - - -		-	$19,149 01
							$28,082 90

Treasury Dep't, *Third Auditor's Office, May* 11, 1819.
Stated by JNO. ABBOT, *Clk.*

Compt.'s Office, *May* 12*th*, 1819.
Ex'd. J. SEAVER.

1217.

No. 4956.

TREASURY DEPARTMENT,

Third Auditor's Office, May 11th, 1819.

I certify that I have examined and adjusted the account of Benjamin G. Orr, under his contract, dated 15th January, 1817, and find that he is chargeable with the following sums, viz.

To balance due the United States, per statement of 28th Nov. 1818 - - - - - - - -	$6,526	55
To warrant on the Treasurer: For warrant No. 2985, issued by the Sec'y of War on 9th Dec. 1818, on account - -	12,000	
Amount due for retained parts of rations, agreeably to due bills given by his agents, including the amount claimed by Major Twiggs, in behalf of the troops under his command, for the transportation of flour from Negro Fort to Fort Scott -	3,031	36
	21,557	91
And that he is entitled to a credit for provisions issued at Fort Gadsden, in September, October, November, and December, 1818, and at Harrisburgh, in Georgia, in November, December, 1817, and January, 1818, amounting to - -	12,624	02
	8,933	89

Leaving him indebted to the United States, under his contract of 15th January, 1817, in the sum of eight thousand nine hundred and thirty-three dollars and eighty-nine cents.

Amount admitted by the Second Comptroller - -	28,082	90
Leaving a balance due the contractor, of - - -	19,149	01

As appears from the statement and vouchers herewith transmitted for the decision of the Second Comptroller of the Treasury thereon.

(Signed) PETER HAGNER, *Auditor.*

To RICHARD CUTTS, Esq.
Second Comptroller of the Treasury.

SECOND COMPTROLLER'S OFFICE.

I admit and certify the above balance, this 12th day of May, 1819.

(Signed) RICHARD CUTTS, *Second Comptroller.*

TREASURY DEPARTMENT,

Third Auditor's Office, December 16, 1820.

Pursuant to an act to provide for the prompt settlement of public accounts, approved 3d March, 1817, I, Peter Hagner, Third Auditor of the Treasury of the United States, do hereby certify that the foregoing transcripts are true copies of the originals on file in this office.

PETER HAGNER, *Aud.*

Be it remembered, that Peter Hagner, esquire, who certified the forego-

ing transcript, is now, and was at the time of doing so, Third Auditor of the Treasury of the United States, and that faith and credit are due to his official attestations

In testimony whereof, I, William H. Crawford, Secretary of the Treasury of the United States, have hereunto subscribed my name, and [SEAL] caused to be affixed the seal of this department, at the city of Washington, this sixteenth day of December, in the year of our Lord one thousand eight hundred and twenty.

WM. H. CRAWFORD,
Secretary of the Treasury.

WASHINGTON, *6th May*, 1819.

SIR: I will thank to pay to R. Smith, esquire, any sum which may be found due me on my late Georgia contract, to the amount of, or within the limit of 25,500 dollars, which will cover the interest which has accrued upon the drafts heretofore conditionally accepted of, as well as the principal, and oblige

Your mo. obt. servt.
(Signed) BENJ. G. ORR.

To the hon'ble the SECRET'Y OF WAR, or person acting for him.

I certify the foregoing to be a true copy of the original on file in the office of the Third Auditor of the Treasury of the United States.

JOHN ABBOT.

Novem. 4th, 1831.

Received May, 14th, 1819, warrant No. 3944, for nineteen thousand one hundred and forty-nine dollars and one cent, in full of the within account.

(Signed) RICHARD SMITH.

$19,149 01

[L. S.] SUBSISTENCE.

To THOMAS TUDOR TUCKER, *Treasurer of the United States.*

Pay to Richard Smith, esquire, cashier, (out of the moneys deposited with you on account of the Military Department,) the sum of six thousand three hundred and fifty dollars and ninety-nine cents, being for a bill drawn by Benjamin G. Orr, dated 31st Aug. 1819, on account of his contract dated 15th January, 1817, for which he is accountable.

For which payment this shall be your warrant.

No. 5471.

Given under my hand, and seal of the War Office of the United States, this 17th day of April, 1820.

J. C. CALHOUN,
Secretary of War.

$6,350 dolls. 99 cts.

Countersigned. RICHARD CUTTS.
Second Comptroller.

Registered. PETER HAGNER,
Third Auditor.

1219.

(Endorsed.)
Rec'd Ap'l 18, 1820. R'D SMITH.

Office of Disc't and Dep't at Washington.
TH. T. TUCKER,
Treas. Un. States.

TREASURY DEPARTMENT,
Register's Office, September 12, 1832.

I certify the above to be a true transcript of an original warrant, and of the endorsement thereon, now on file in this office.
T. L. SMITH, *Register.*

Teste: W. BRENT, *Clk.*

And whereas, afterwards, to wit, on the twelfth day of July, in the year of our Lord one thousand eight hundred and thirty-two, the said United States, by their attorney aforesaid, produced and filed in court here the United States' writ for the correcting of errors of and upon the judgment aforesaid, directed to the judges of the circuit court of the District of Columbia, in the county of Washington; and in pursuance thereof, and according to the form and effect of the law in such case made and provided, a transcript of the record of proceedings of the judgment aforesaid, and all things thereunto relating, with the writ of error aforesaid, and a copy of the appeal bond hereto annexed, is hereby transmitted to the said Supreme Court accordingly.

In testimony whereof, I hereunto subscribe my name, and affix the seal of the said circuit court for the county aforesaid, at the city of Washington, this 26th day October, 1832.
[SEAL.]
WM. BRENT,
Clk Circuit Court Dis't Col'a, Co'ty of Wash'n.

Writ of error. UNITED STATES OF AMERICA.

The President of the United States to the judges of the circuit court of the United States for the District of Columbia, sitting for the county of Washington, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said court, before you or some of you, between the United States of America, plaintiffs, and Walter Jones, administrator de bonis non of Benjamin G. Orr, defendant, a manifest error hath happened to the great damage of the said United States, as by their complaint appears; we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ; so that you have the same at Washington on the second Monday of January next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, which of right, and according to the laws and the custom of the United States, should be done.

Witness, the honorable John Marshall, Chief Justice of the said Supreme Court.

Issued this 12th day of July, 1832.

[SEAL] W. BRENT,
Clk C't C't Dis't Clo'a, Co'ty of Wash'n.

UNITED STATES OF AMERICA.

Citation. DISTRICT OF COLUMBIA, } *ss.*
Washington County, }

To Walter Jones, administrator de bonis non of Benjamin G. Orr, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the second Monday of January next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the District of Columbia, in the county of Washington, wherein the United States of America are plaintiffs in error, and you are defendant in error, to show cause, if any there be, why judgment rendered against the said United States, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the honorable William Cranch, chief judge of the circuit court for the District of Columbia, this 12th day of July, 1832.

Service acknowledged by Mr. Jones, the defendant.

Copy appeal bond. Know all men by these presents, that we, are held and firmly bound unto Walter Jones, administrator de bonis non of Benjamin G. Orr, in the full and just sum of two hundred dollars current money, to be paid to the said Walter Jones, administrator as aforesaid, his certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this day of , in the year of our Lord one thousand eight hundred thirty.

Whereas, lately, at a circuit court of the United States for the District of Columbia, sitting for the county of Washington, wherein the United States of America were plaintiffs, and the said Walter Jones, administrator as aforesaid, was defendant, judgment was rendered against the said United States; and they having obtained a writ of error, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit; and a citation directed to the said defendant, citing and admonishing him to be and appear at a Supreme Court of the United States, to be holden at Washington on the Monday of next.

Now, the condition of the above obligation is such, that, if the said United States shall prosecute their writ to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be void; else, to remain in full force and virtue.

Signed, sealed, and delivered, in the presence of

[SEAL.]
[SEAL.]

Copy. Teste:

W. BRENT, *Clk.*